

SAMPLE NATIONAL SPECIALTY AGREEMENT

between

THE LABORERS' INTERNATIONAL UNION OF NORTH AMERICA AFL-CIO

AND

(SIGNATORY CONTRACTOR)

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NATIONAL SPECIALTY AGREEMENT

between

THE LABORERS' INTERNATIONAL UNION OF NORTH AMERICA, AFL-CIO

and

(SIGNATORY CONTRACTOR)

PREAMBLE

This Agreement is made and entered into this _____ day of _____, 20 _____, between the Laborers' International Union of North America, AFL-CIO, for and on behalf of its affiliated Local Unions and District Councils, hereinafter referred to as the Union and (SIGNATORY CONTRACTOR) hereinafter referred to as the Employer.

ARTICLE I

SCOPE OF AGREEMENT

A. This Agreement shall be in effect within the boundaries of the United States of America, and its possessions, territories, protectorates, and other instrumentalities, and shall cover and applies to all on-site construction and demolition work of the type covered herein whether performed by the Employer under its own name or the name of another, as a corporation, company, partnership or other business entity, including a joint venture, wherein the Employer, through its officers, directors, partners, owners or stockholders exercises directly or indirectly (including through family members) management control or majority ownership.

B. The work coming under the jurisdiction of the Union and covered by the terms of this Agreement includes all work to be performed by employees of the Employer at a site of construction alteration, or repair, including but not limited to **(define work performed by contractor)**, as well as all work necessary or incidental to performing the Employer's operations in a safe and efficient manner.

C. By mutual agreement between the parties, all of the work covered by this Agreement shall be done under and in accordance with the terms and conditions of this Agreement.

ARTICLE II
SAVINGS CLAUSE

A. In the event that any state or federal statute or regulations shall supersede, invalidate or be in conflict with any clause in this Agreement, such statute or regulation shall prevail over any such clause; however, the other provisions of this Agreement shall be valid and remain in full force and effect.

ARTICLE III
UNION RECOGNITION

A. The Employer hereby recognizes and acknowledges the Union as the exclusive bargaining representative of all employees performing work covered by this Agreement with respect to wages, hours, and all other terms and conditions of employment.

The Employer agrees that, upon the Union's presentation of evidence of majority status among its employees in the bargaining unit described herein, the Employer will voluntarily recognize the Union as the exclusive bargaining agent for all employees within that union on all present and future job sites. The Employer expressly waives its rights, if any, to condition its recognition of the Union upon the Union's certification by the National Labor Relations Board as the Employer's bargaining representative following a Board election or to repudiate this Agreement.

B. This Agreement shall not apply to executives, superintendents, timekeepers, clerical office workers, guards, confidential employees or any employees above general foreman.

ARTICLE IV
UNION SECURITY

A. All employees covered by this Agreement, as a condition of continued employment, shall, commencing on the eighth day following the beginning of their employment, or the effective date of this Agreement, whichever is the later, acquire, and for the duration of their employment, maintain membership in the Union. This provision shall not apply where and if such a requirement for continued employment is prohibited by state law; provided, however, that where an Agency Shop is lawful in any such state, conformity therewith shall be a condition of employment on the eighth day following the beginning of such employment, or the effective date of the agreement, whichever is the later period.

ARTICLE V
MANAGEMENT RIGHTS

A. The Union recognizes that the Employer shall have sole jurisdiction of the management and operations of its business, the direction of its working force, the right to maintain efficiency on its jobs by the use of any machinery, tools or labor-saving devices, and the right of Employer to determine the number of employees required for each job and to hire and discharge employees subject to the provisions of this Agreement. It is agreed that the rights enumerated above shall not be deemed to exclude other pre-existing rights of Employer not enumerated which do not conflict with other provisions of this Agreement.

ARTICLE VI
JOB NOTIFICATION AND PRE-JOB CONFERENCE

A. The Employer agrees to submit a Job Notification Form, Addendum A, to the Laborers' International Union of North America at their headquarters located at 905 - 16th Street, N.W., Washington, D.C. 20006, Telephone (202) 737-8320, Fax (202) 737-2754, notifying them of jobs

obtained by Employer, describing the location, size and extent of job and the proposed starting date. It is a violation of this Agreement to start a job without prior notification or a pre-job conference subject to the provisions set forth below.

B. Employer and representatives of the Laborers' International Union, District Council and/or Local Union(s) having jurisdiction shall hold a pre-job conference so that the start and continuation of work may progress without interruption. It shall be the purpose of the pre-job conference for the Employer and the Union to Agree on such matters as the length of the workweek, the number of key employees to be brought in accordance with Article VII, the number of employees employed, the method of referral, the check-off of union dues, initiation fees or Agency Shop fees, the applicable wage rates and fringe benefit contributions in accordance with the contract, and any other matters, provided that it is agreed that the interpretations of this Agreement shall be a matter for the principal parties hereto.

ARTICLE VII

KEY EMPLOYEES

A. The employer agrees that all work under this Agreement should be performed by the local residents, hired pursuant to the hiring procedures hereinafter. Subject to the foregoing, the Union recognizes the right of the Employer to employ an agreed upon number of "key men". "Key men" shall mean those employees who are regularly and customarily employed by the Employer whenever he has work and who have been employed by him sometime during the past six (6) months and who, because of their special knowledge, skill and experience regarding the Employer's operations are considered necessary by the Employer to the efficient performance of the work to be done under this Agreement.

1. Fringe benefit contributions that are worker-specific, e.g., pension, health and welfare, pre-paid legal, annuity or vacation, shall be paid to funds of the home local (as designated by the key man or traveler) at the rate normally charged by the home local fund. (If the key

man does not designate a home local, all contributions will be made to, and the key man will participate in, worker-specific funds of the work local.) If the home local fund accepts multi-level contributions, the rate shall be that under which the key man is normally covered. If the home local rate for the aggregate of all worker-specific funds is less than the rate of the aggregate of those benefits for the work local, the difference will be added to the worker's wages. In no case will the worker's wages be reduced.

2. If the home local fund refuses to accept a worker-specific contribution and both work and home local funds are bound to a reciprocal agreement, contributions will be made into the funds of the work local at the rate appearing in the area agreement for the work local. If the home local fund refuses to accept a worker-specific contribution and the work and home local funds are not bound to a reciprocal agreement, the amount of all worker-specific benefits will be added to the employee's wages, except for health and welfare coverage. If health and welfare coverage is not provided through the home local, a key man's health and welfare contributions shall be made to, and he or she shall participate in, the work local health and welfare fund.

3. Fringe benefits that are not worker-specific, e.g., LECET or training will be paid to the work, local fund at the normal rate for that fund.

4. The contractor shall advised the union at the pre-job conference of the manner in which benefit contributions for each key man will be treated pursuant to the foregoing rules. Notwithstanding Section 1, at the pre-job conference the Union may direct that vacation contributions are to be paid to the work local fund at the work local rates.

5. Where an employee directs that contributions for worker-specific benefits be remitted to his or her home local, that employee shall not be entitled to benefits from the worker-specific funds of the work local, except for health and welfare coverage when provided pursuant to Section 2 above.

6. The contractor agrees to be bound to the various agreements and declarations of trust, and amendments thereto, of the funds of the home local designated by a key man. The contractor authorizes the parties to such trust documents to name trustees and successor trustees and to administer the trust. However, no term or amendment of such trust agreement or declaration shall bind the contractor to any financial obligation beyond that set forth in this agreement.

B. All employees other than “key men” shall be hired in accordance with the following provisions:

1. If an exclusive hiring hall system is being operated by the Local Union and/or District Council in the area, the Employer agrees to rely upon said hiring hall as the exclusive source of applicants for employment and to conform to and be bound by its provisions. Disputes regarding the operation of the hiring hall will be subject to the grievance and arbitration procedure appearing in Article XVI herein.

2. In all other areas, the Employer and the Local Union and/or District Council shall discuss hiring procedures.

C. If, pursuant to discussions conducted under subparagraph B (2), the Local Union agrees to serve as the exclusive source of supply for such additional employees, the Employer and the Local Union shall bargain lawful objective standards, based upon local needs and conditions, to be employed in the referral of applicants for employment. Such standards shall be reduced to writing and posted in places where notices to employees and applicants for employment are customarily posted, together with all other provisions relating to the functioning of the hiring arrangement, specifically including the Employer’s right to reject for cause; and all referrals will then be made in accordance with the aforesaid procedure and on a non-discriminatory basis.

D. If, pursuant to discussions provided for in subparagraph B (2) above, the Local Union will not agree to serve as the exclusive source of supply for such additional employees, the Employer shall first notify the Local Union of opportunities for employment, and shall give the Local Union the first opportunity to refer qualified applicants for such employment for a period of not less than forty-eight (48) hours after such notice.

ARTICLE VIII
HIRING PROCEDURE

A. After employment of key employees, in accordance with Article VII, the Employer agrees to utilize valid non-discriminatory hiring practices in the local area, not inconsistent with the terms of this Agreement. The Employer further agrees to hire employees covered by this Agreement through the Local Union having territorial jurisdiction, subject to the provisions contained herein. The Union agrees to notify the Employer from time to time to the existence of and procedure to be followed in utilizing such hiring procedures.

B. Employer and Union agree that neither of them shall take any action or refuse to take any action which shall discriminate against any individual with respect to his compensation, terms, conditions, or privileges of employment because of such individual's race, color, religion, sex or national origin.

C. The need for determination and designation of foremen is the sole responsibility of the Employer.

D. The Union agrees to furnish at all times, upon the Employer's request, a sufficient number of laborers to meet the Employer's manpower needs.

E. The Employer shall be the sole judge as to the competency of any applicant and shall have the right to discharge employees. The Employer shall have the right to reject any applicant for

employment. If requested, the Employer will confirm any verbal rejections of applications for employment by a letter or telegram to the Local Union involved.

F. The Union must refer the employees requested by the Employer at the start of a job within forty-eight (48) hours of receipt of the Employer's request. The Union must refer employees requested by the Employer after a job has started within twenty-four (24) hours. Whether referred locally or otherwise, if the Union does not comply with these conditions or if the Union is unable to refer or supply qualified employees the Employer may secure qualified employees from any other source, in which event, the Employer shall immediately furnish to the Union a list of the names, addresses and social security numbers of the employees so employed.

ARTICLE IX
REPRESENTATION

A. The Union may select one of its members who shall be recognized as Job Steward. The Steward shall perform his duties the same as any other worker and shall not be discharged for Union activities. The Steward shall be allowed a reasonable amount of time during the working hours to perform the work of the union, but shall not abuse the privilege.

B. The Business Representative of the Union shall have access to any job at any time.

ARTICLE X
CHECK-OFF

A. Upon request of the Local Union or District Council having jurisdiction of the job, and upon presentation of the proper authorization form normally used by the Local Union, executed by the individual employee, the Employer agrees to deduct from the wages of such employee union initiation fees, dues or Agency Shop fees and remit to the Local Union or District Council the amount so deducted.

ARTICLE XI
WAGES AND CONDITIONS OF EMPLOYMENT

A. Subject to the provisions of this Agreement, the hourly rates of pay, overtime, working conditions, travel or subsistence allowances, and all fringe benefits shall be those established through collective bargaining between the appropriate Local Union and/or District Council and the local contractors in the area where the particular job of the Employer is located.

B. In order to maintain continuity of work on the Employer's projects and to insure against any work stoppage in the event of a breakdown of local negotiations, it is agreed that when a local agreement terminates, the Employer will continue to observe the terms and conditions contained therein until a new contract has been reached between the Local Union and/or District Council and the contractors in the area. Pending local settlement, there shall be no work stoppage on the Employer's job; provided, however, when negotiations are completed, the Employer agrees to comply with the terms of the new agreement retroactively to the date the work stoppage commenced, or to the retroactive date provided for in the new agreement, whichever is the earlier date.

C. When the Employer enters an area where wages and conditions of employment have not been established pursuant to negotiations between the appropriate Local Unions and/or District Councils and the contractors in the area, the Employer and the Union will negotiate such wages and other conditions of employment as are necessary and reduce their understanding to writing. It is understood and agreed that, should the parties fail to agree, either party shall be permitted full economic recourse to support its position, and the provisions of Article XIX shall not be applicable.

D. The Employer agrees to become party to the standard fringe benefit trust agreements which have been entered into between local contractors and the Local Union and/or District Council involved.

E. The Employer agrees to make timely payments into all fringe benefit funds negotiated and established under the applicable Local Union and/or District Council collective bargaining agreement.

F. Notwithstanding the terms of any Local Union negotiated agreement, and Employer signatory to this Agreement shall make the fringe benefit contributions for the Employer's key employees to the trust funds designated by the key employees as their home trust funds, and shall not be obligated to contribute for the key employees to any other trust funds, provided that the trust funds so designated agree to accept the contributions and credit the key employees for those contributions in accordance with the trust funds' rules. The contributions shall be at the customary rates set by the home trust funds. The key employees for whom contributions are made in accordance with this Section to their designated home trust funds shall look only to those trust funds for benefits.

G. The Employer agrees to be fully responsible for any delinquency by a subcontractor in the payment of any wages or fringe benefits required by this Agreement.

ARTICLE XII

SHIFT WORK

A. When shifts are desired, notification must be made to the Business Manager of the Local Union, three (3) days prior to the change of any established shifts. Shifts may be established when considered necessary by the Employer. Shift hours and rates will be as follows:

1. **FIRST SHIFT:** Eight (8) hours pay for eight (8) hours worked plus one-half (1/2) hour unpaid lunch period.

SECOND SHIFT: Eight (8) hours pay for seven and one-half (7 ½) hours worked plus one half (1/2) hour unpaid lunch period.

THIRD SHIFT: Eight (8) hours pay for seven (7) hours worked plus one-half (1/2) hours unpaid lunch period.

2. Shifts shall be established for a minimum of three (3) consecutive workdays.

3. If only two (2) shifts are to be worked, the Employer may regulate starting times of the two (2) shift operation to permit the maximum utilization of daylight hours.

4. Nothing above prohibits the working of two (2) shifts at greater than (8) hours with excess hours to be paid at overtime rates.

ARTICLE XIII

SUBCONTRACTING

A. The Employer agrees that all contractors or subcontractors who are engaged by the Employer to perform work of the kind covered by this Agreement at the site of the construction, alteration, demolition, dismantling, salvage, or repair of a building, structure, or other construction work shall be or shall become a signatory to this Agreement prior to the award by the Employer of any such contract or subcontract if such contractor or subcontractor is not already a party to a collective bargaining agreement with the appropriate Local Union and/or District Council. The Employer agrees to call this specific Article to the attention of all contractors or subcontractors prior to any engagement by the Employer to perform work of the kind covered by this Agreement.

ARTICLE XIV

SAFETY AND WORKING RULES

A. The time of the employee shall start at the job site and shall end at quitting time on the job site.

B. The pay day shall be once each week to be determined at pre-job. Employees are to be paid at the end of their regular shift, whether working in the Employer's yard or in the field. When employees are discharged, they must be paid wages due them at the time of the discharge. When employees quit, wages due may be mailed to the employee.

C. Employer shall have the right to make and revise from time to time safety and working rules which are not inconsistent with the above or any other terms of this Agreement, or with existing laws, provided proper notification to employees has been made.

D. It is the Employer's exclusive responsibility to assure the safety and health of its employees and their compliance with Federal, State and local safety and health laws and regulations as well as the safety rules and standards contained herein.

E. The furnishing of tools or equipment shall not be a condition of employment. Where special safety equipment is required by the circumstances under which the employee is working, it shall be the responsibility of the Employer to furnish such equipment at no cost to the employee.

F. There shall be no inequitable minimum or maximum amount of work which an employee may be required to perform during the working day and there shall be no restrictions imposed against the use of any type of machinery, tools, or labor saving devices.

ARTICLE XV
PRODUCTIVITY

A. There shall be no bonus, bid, or task work; nor shall there be any limit on or curtailment of production.

ARTICLE XVI
GRIEVANCE PROCEDURE AND ARBITRATION

A. All disputes or grievances involving or arising out of the interpretation or application of the provisions of this Agreement shall be settled in the following manner:

STEP 1 - The first attempt to settle any such dispute or grievance shall be made at the job level between the representatives of the Local Union and/or District Council involved and the Employer's representative.

STEP 2 - If such dispute or grievance is not settled at the job level within three (3) days, it shall then be referred to the General President of the Laborers' International Union, or his designated representative, and the appropriate representative of the Employer. If the dispute or grievance is not settled promptly on this level, the parties may extend the period for settlement to a fixed date which is mutually agreed upon, or the dispute or grievance may promptly be submitted to arbitration under the provisions of STEP 3, hereinafter set forth.

STEP 3 - If, after referral to STEP 2, the dispute or grievance remains unresolved, the matter may then be referred to arbitration by either party, upon written notice to the other. If the parties are unable to agree upon an arbitrator, application may be made by either part to the Federal Mediation and Conciliation Service for a panel of five (5) arbitrators, upon receipt of which, both parties shall immediately, alternately strike names, choosing by lot which part is to strike first, until the last name remains, which person shall be designated as the arbitrator. The decision of the arbitrator shall be rendered no later than fifteen (15) days from the date of

submission and shall be final and binding upon the Employer and upon the Union and its members.

B. The Union and the Employer shall bear their respective costs of the arbitration procedures separately. The fees of the arbitrator shall be shared proportionately between the Union and the Employer.

C. In the event that either party fails to comply with the decision of the arbitrator, except in cases involving Article XIII, the terms and conditions of Article XIX shall not apply, and either party shall be permitted to resort to economic recourse.

ARTICLE XVII
JURISDICTIONAL DISPUTES

A. In the event of a dispute over the assignment of work, it will first be required to have a meeting between the Local Union Representatives in an effort to adjust. In the event that no resolution is reached, it will then be necessary to refer the jurisdictional dispute to the General Presidents of the International Unions involved.

B. It is expressly understood and agreed by all parties that any agreement or intention expressed in any Local Union collective bargaining agreement which provides any method for settling jurisdictional disputes that differs from the provisions of this article is superseded by the provisions of this article and is held to be null and void and of no force and effect.

ARTICLE XVIII
LABORERS-EMPLOYERS BENEFIT PLAN COLLECTION TRUST

At the Employer's option, each individual Employer may execute the National Participation Agreement, a copy of which is included as Addendum E of this Agreement. The Employer must file the

National Participation Agreement with the Laborers-Employers Benefit Plan Collection Trust (LEBPCT) at 905 16th Street, NW, 2nd Floor, Washington, DC 20006. By signing the National Participation Agreement, the Employer will not be required to sign any local Participation Agreement.

A. The Employer shall make fringe benefit fund contributions at the appropriate rates, for each hour worked in covered employment. The Employer shall submit all such contributions to the Laborers-Employers Benefit Plan Collection Trust at such times and in such manner as required by said LEBPCT, but no less frequently than monthly. The LEBPCT shall distribute all contributions received as soon as practical after receipt to the local or national benefit funds.

B. All fringe benefit fund contributions and authorized dues deductions shall be submitted to the Laborers-Employers Benefit Plan Collection Trust. Notwithstanding the terms of any local union negotiated agreement, an Employer signatory to this Agreement shall make the fringe benefit contributions for the Employer's key men to the trust funds designated by the key men as their home trust funds, in accordance with the procedures established by Article VII, and shall not be obligated to contribute for the key men to any other trust funds, provided that the trust funds so designated agree to accept the contributions and credit the key men for those contributions in accordance with the trust funds' rules. The contributions shall be at the customary rates set by the home trust funds. The key men for whom contributions are made in accordance with this Section to their designated home trust funds shall look only to those trust funds for benefits.

C. In the event that the Employer fails to pay any contributions owed under this Article within fifteen (15) days after they are due, the principal officer of the Employer shall be notified of this delinquency by the LEBPCT, the Union or by any benefit fund to which the contribution is owed. If the delinquent contributions have not been paid in full within five (5) days after such notice is given, the Union shall be entitled to take any appropriate action it deems necessary in order to collect such delinquent contributions, and such action will not be considered a violation of Article XIX of this

Agreement should a work stoppage occur. The delinquent contractor will be responsible for all costs incurred by the Union in the collection of said delinquent funds.

D. In addition to any action that the Union may take hereunder, the LEBPCT and/or benefit funds to which the contributions are owed shall be entitled to bring proceedings in law or equity to collect the delinquent contributions plus interest, liquidated damages, and attorneys' fees authorized by law or by the Agreement and declaration of trust of the LEBPCT or the benefit funds to which the contributions are owed.

E. All authorized dues deductions made by the Employer under this Agreement shall be submitted by the Employer to said Collection Trust, at such times and in such manner as required by the Collection Trust, which shall remit the dues to the appropriate Local Union, District Council or benefit fund as soon as practical after receipt.

ARTICLE XIX

NO STRIKE - NO LOCKOUT

A. Except as otherwise provided herein, the parties agree that there shall be no strike or lockout over any dispute or grievance subject to the grievance procedure provided for herein.

B. It is further agreed and understood that no liability shall attach to the Laborers' International Union of North America by reason of any unauthorized act of any employee of the Employer, unless and until such unauthorized act has been expressly ratified by the Laborers' International Union.

C. The provisions of Section A, this Article, shall not be applicable in the event the Employer shall fail to make prompt payment of wages to employees covered by this Agreement, or shall fail to make timely payments of contributions to fringe benefit plans as required under Article XI of this

Agreement, or shall fail to conduct a "pre-job conference" as contemplated by the provisions of Article VI.

ARTICLE XX

EFFECTIVE DATE, TERMINATION AND RENEWAL

A. This Agreement is made and entered in to this ____ day of _____, 20 _____, by and between the Employer and the Union. The provisions of this Agreement shall continue in full force and effect for three years from the date signed by the General President and General Secretary-Treasurer of the Laborers' International Union of North America, and thereafter year to year until terminated or modified at the option of either party, upon notice, in writing, to the other party within sixty (60) days prior to the expiration date of this Agreement, or any subsequent anniversary date.

B. It is further understood that no liability shall arise on the part of the International Union herein by reason of any unauthorized act by an employee of said contractors of any Local Union or official thereof, affiliated with the International Union, unless and until such unauthorized act is brought to the attention of the International Union and a reasonable opportunity given to the Union to correct such act or ratify same.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this _____ day of _____, 20 ____.

LABORERS INTERNATIONAL UNION
OF NORTH AMERICA, AFL-CIO

Sample Copy – Not For Signature

General President

General Secretary-Treasurer

Company Name

Sample Copy – Not For Signature

Signature

Name and Title

Street Address

City, State and Zip Code

Telephone Number

Fax Number

E-mail address

ADDENDUM A

NATIONAL SPECIALTY AGREEMENT - JOB NOTIFICATION FORM

Please mail and/or fax a copy of this form to LIUNA prior to the commencement of any project that is to be performed under your National Specialty Agreement.

TO: Laborers' International Union of North America (LIUNA)
905 - 16th Street, N.W., Construction Department
Washington, DC 20006 Telephone:(202) 737-8320 Fax:(202) 737-2754

Date:

Client/Owner's Name and Address:

Project Location: _____

(City/County/State) _____

Starting Date: _____ Approximate Duration of Project: _____

On this site, will you be the Prime Contractor? _____ Or Subcontractor? _____

If Subcontractor, please provide the name of the Prime Contractor:

Approximate number of Laborers to be employed: _____

Approximate number of "Key Men": _____

Description of Work: _____

Company Name

Address

City State Zip Code

Telephone Number Fax Number

Authorized Signature of Contact Person

Printed Name and Title

ADDENDUM B

CHECK-OFF AUTHORIZATION AND ASSIGNMENT

Local Union No. _____

Affiliated with

THE LABORERS' INTERNATIONAL UNION OF NORTH AMERICA, AFL-CIO

Name of Employee

I, _____, do hereby assign to Local Union No. _____, Laborers' International Union of North America, AFL-CIO, such amounts from my wages as shall be required to pay initiation fees, readmission fees, membership dues, and assessments of the Local Union as may be established from time to time. My Employer is hereby authorized to deduct such amounts from my wages and pay the same to the Local Union and/or its authorized representative, in accordance with the collective bargaining agreement in existence between the Local Union and my Employer.

This authorization shall become operative upon the effective date of each collective bargaining agreement entered into between my Employer and the Local Union.

This authorization shall be irrevocable without regard to my present or continued membership in the Union for a period of one (1) year, or until termination of the collective bargaining agreement in existence between my Employer and the Local Union, whichever occurs sooner; and I agree and direct that this authorization shall be automatically renewed and shall be irrevocable for successive periods of one (1) year, or for the period of each succeeding applicable collective bargaining agreement between my Employer and the Local Union, whichever shall be shorter, unless written notice is given by me to my Employer and the Local Union not more than twenty (20) days and not less than ten (10) days prior to the expiration of each period of one (1) year, or of each applicable collective bargaining agreement between my Employer and the Local Union, whichever occurs sooner.

Dues and fees paid to Local Union _____ are not deductible as charitable contributions for federal income tax purposes. Dues and fees paid to Local Union _____, however, may qualify as business expenses, and may be deductible in limited circumstances subject to various restrictions imposed by the Internal Revenue Service.

This assignment has been executed this ____ day of _____, 20 ____.

ADDENDUM C

NATIONAL PARTICIPATION AGREEMENT

AND THE

LABORERS-EMPLOYERS BENEFIT PLAN COLLECTION TRUST

Background

1. The Employer has entered into a Collective Bargaining Agreement with the Union which requires the Employer to make periodic contributions to various benefit funds with regard to employees covered by that Agreement. These funds are subject to Section 302[©] of the Labor Management Relations (Taft-Hartley) Act which requires contributing employers to adopt the funds' trust agreements as a condition of contributing. The Employer wishes to satisfy that obligation with regard to all funds by execution of a single document.
2. The Employer also wishes to satisfy its periodic contribution obligations to all of the benefit funds by submitting its required payments and reports to the Laborers-Employers Benefit Plan Collection Trust ("Collection Trust") which, as a clearinghouse, will distribute the payments received from the Employer to the appropriate funds in accordance with the terms of the Collective Bargaining Agreement.

Agreement

To accomplish the purposes described above and in consideration of the mutual promises reflected in the Collective Bargaining Agreement of which this Agreement is a part, the Employer and the Union hereby agrees as follows:

1. The Employer hereby adopts and accepts the agreement and declaration of trust of each of the benefit funds named in the Collective Bargaining Agreement to the same effect as if the Employer signed each such document. The Employer hereby acknowledges that it has received each agreement and declaration of the trust or that each such document has been made available to the Employer.
2. All benefit fund contributions required by the Collective Bargaining Agreement shall be submitted to the Collective Bargaining Trust. The contributions shall be made at the rates set forth in the Collective Bargaining Agreement. The contributions shall be submitted the Collection Trust at such times and in such manner as required by the Collection Trust, but not less frequently than monthly. The Employer shall also submit to the Collection Trust such written reports verifying contributions as the Collection Trust may require. The Employer shall remit to the Collection Trust four cents (\$.04) per man hour for processing the aforementioned fringe benefits and other contributions. The remittance amount shall be indicated in the designated place on the benefit reporting form.

ADDENDUM C – Continued

3. The Employer's contributions shall be deemed paid upon receipt by the Collection Trust. The Collection Trust shall distribute the payments that it receives to the appropriate funds, in accordance with the Collective Bargaining Agreement, as soon as practicable after receipt.
4. In the event that the Employer fails to submit contributions or reports when due, the Employer shall be subject to all rules, procedures, and remedies relating to delinquent contributions that each benefit fund has adopted, which may include the imposition of interest, liquidated damages, and attorney's fees, and the commencement of a lawsuit.
5. Each benefit fund shall be entitled, from time-to-time, to audit the payroll and related records of the Employer to verify the accuracy of the contributions made by the Employer. Such an audit shall be at the benefit fund's expenses, unless the Employer is delinquent and the benefit fund's rules provide otherwise.

Acknowledgement

The Employer and the Union acknowledge their agreement to the terms set forth above by causing their authorized representatives to place their signature below.

FOR THE EMPLOYER:

Name of the Employer:

Name of the Representative: _____

Signature: _____

Date: _____

FOR THE UNION:

Laborers' International Union of North America

Name of Representative: _____

Signature: _____

Date: _____

Return to: Laborers-Employers Benefit Plan Collection Trust
905 16th Street, NW, 2nd Floor

Washington, DC 20006